ATTORNEYS AT LAW—LIABILITY FOR IGNORANCE OF STATUTE OR FAILING TO LEARN FACTS.—In the case of *Humboldt Building Ass'n* v. *Ducker* (Ky.), 64 S. W. 671, the law concerning the liability of an attorney for errors in the examination of the title to real estate is again laid down. The association made a loan on certain lots and submitted the title to Ducker, its attorney, for approval. He approved it in substance, and the loan was made. At that time there was a local statute in force, applicable to only two counties in Kentucky, providing for liens on behalf of material men and sub-contractors. Without requiring the sub-contractors to waive their liens, the attorney paid the money to the principal contractor, whereupon the sub-contractors filed liens and suits to enforce them, resulting in a loss to the association of some $2,800. It thereupon brought suit against Ducker's executrix to recover such loss, alleging a lack of care and skill on Ducker's part. The lower court sustained a demurrer to the petition.

The Court of Appeals of Kentucky reverses this action on the authority of *Bank* v. *Ward*, 100 U. S. 195, and *O'Barr* v. *Alexander*, 37 Ga. 201. It rules that a bond which the attorney had given to the association for the faithful performance of his duties added nothing to the liability imposed upon him by law—that the action could have been maintained just as effectually if no bond had been given. Upon the point as to the local statute, the court says:

"It is stated in argument that the local act in this case was invoked at a time when the bar of Kenton and Campbell counties were in great doubt whether it had been repealed by the new constitution, which had but lately been adopted in this State; and that the attorney exercised his judgment, now seen to have been erroneously but honestly. That, however, is a matter of defense. Whether this question raised actually existed in the minds of the profession then is one of fact. If it did, and the attorney honestly believed that the sub-contractors had no lien because of that fact, then the jury may be warranted in finding for the defendants. But if the attorney was ignorant of the existence of the statute, or had forgotten it at the time of this transaction, or if, knowing of it, he carelessly failed to acquaint himself with the facts as to the sub-contractors' claim for liens till after he had paid out appellant's money, we are of opinion that he would be liable. However, the existence or non-existence of these actionable facts, as well as of those constituting the defense, is such as properly should be found by a jury under appropriate instructions, or by the trial court if a jury is not demanded."

MONOPOLIES—CONSPIRACY.—One of the most distinct deliverances of our American courts upon the subject of monopolies and how far they are within the scope of legal remedies, is the decision of the Supreme Court of Wisconsin in *Hawarden* v. *Youghiogheny and Lehigh Coal Co.*, 87 N. W. 472. The complaint charged that plaintiff was a retail coal dealer in the city of Superior; that the defendants, "the wholesalers," owned practically all the coal docks at Superior and Duluth; that a retailer could not carry on his business unless he could buy of the wholesalers freely and without discrimination; that the wholesalers entered into a conspiracy with the defendant retailers by which it was agreed that the wholesalers should sell to the defendant retailers and to none others, for the purpose of forcing out of the retail trade all retailers not in the combination, and among others, the plaintiff; that such conspiracy had been successful, and as a result thereof the plaintiff's business had been destroyed. It was *Held*, that these facts constituted a cause of action at common law.

The court recognizes the legality of combinations for the purpose of increasing